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10 **UNITED STATES DISTRICT COURT**
11 **WESTERN DISTRICT OF WASHINGTON**

12 ELIZABETH WILSON,

13 Plaintiff,

14 vs.

15 HOLLAND AMERICA LINE N.V. LLC,
16 HOLLAND AMERICA LINE N.V., HOLLAND
17 AMERICA LINE INC., HOLLAND AMERICA
18 LINE – USA INC., d/b/a HOLLAND AMERICA,
19 DOES 1 – 5,

20 Defendants.

CASE NO.:

PLAINTIFF’S COMPLAINT

(DEMAND FOR JURY TRIAL)

21 ELIZABETH WILSON (“Plaintiff”), by and through her attorneys NELSON
22 & FRAENKEL, LLP, files this Complaint against Defendants HOLLAND
23 AMERICA LINE N.V. LLC, HOLLAND AMERICA LINE N.V., HOLLAND
24 AMERICA LINE INC., HOLLAND AMERICA LINE – USA INC., doing business
25 as HOLLAND AMERICA, owners and operators of the vessel M/S NIEUW
AMSTERDAM.

26 Plaintiff respectfully alleges as follows:

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INTRODUCTION

A. The Parties

1. At all times material, Plaintiff, ELIZABETH WILSON, is and was an adult and a resident of Philadelphia, Pennsylvania.

2. Defendants HOLLAND AMERICA LINE N.V. LLC, HOLLAND AMERICA LINE N.V., HOLLAND AMERICA LINE INC., HOLLAND AMERICA LINE – USA INC., doing business as HOLLAND AMERICA, (hereinafter collectively “HAL”), were and are for-profit corporations with their world-wide headquarters, principal address, and principal place of business located in Seattle, Washington. HAL was the owner and operator of the vessel M/S NIEUW AMSTERDAM.

3. The full extent of the facts linking the fictitiously designated defendants, Does 1-5, with the causes of action alleged herein are unknown to the Plaintiff, and the true names and capacities, whether individual, plural, corporate, partnership, associate, or otherwise of Does 1-5, inclusive, are unknown to Plaintiff. Plaintiff therefore sues said defendants by such fictitious names. The Plaintiff is informed and believes that each of the defendants designated herein as a “Doe” is negligently, wantonly, recklessly, tortuously and unlawfully responsible in some manner for the events and happenings herein referred to, and/or is strictly liable in tort for injuries and damages with respect to Plaintiff as herein alleged. Plaintiff will hereafter ask leave of Court to amend this Complaint to show said defendants’ true names and capacities and to state the manner in which each fictitious defendant is so responsible when the same have been ascertained.

B. Jurisdiction

4. This Court has diversity jurisdiction over Plaintiff’s claims under 28 U.S.C. §1332 because the amount in controversy exceeds seventy-five thousand dollars (\$75,000), and Plaintiff is a citizen of a different state than the Defendants.

1 e. Purposefully availed themselves of the benefits of conducting activities
2 in Washington by directing their activities toward this state, thereby
3 obtaining the benefits and protections of this state's laws.

4 10. Defendants were engaged in the business of providing to the public, and
5 Plaintiff in particular, for compensation, vacation cruises aboard its vessels which
6 travel worldwide.

7 **GENERAL ALLEGATIONS**

8 11. At all times material hereto, Defendants owned, operated, managed,
9 maintained and/or controlled the vessel, M/S NIEUW AMSTERDAM.

10 12. HAL is a common carrier and Plaintiff's claims of negligence herein fall
11 within the parameters of 46 U.S.C. §30509 prohibitions against disclaimers and/or
12 waivers. The statute's language is broad and unqualified, and it prohibits common
13 carriers from limiting their liability for "personal injury or death caused by negligence
14 or fault of the owner [of the passenger vessel] or the owner's employees or agents."
15 See id. 30509(a)(1)(A).

16 13. On or about November 1, 2019, Plaintiff was a paying passenger on a
17 HAL cruise ship, M/S NIEUW AMSTERDAM, on a seven (7) day Caribbean cruise.

18 14. On the above referenced date, while Plaintiff was walking in the Buffet
19 area through an archway, she tripped on a metal strip on the floor falling hard on her
20 right shoulder.

21 15. Upon information and belief, the incident occurred in or around the Lido
22 Market, on Deck 9, aboard the M/S NIEUW AMSTERDAM.

23 16. As a direct and proximate result of the incident, Plaintiff sustained severe
24 and permanent injuries, including a right humerus fracture, necessitating surgical
25 treatment.

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COUNT ONE
FOR NEGLIGENCE
(Against All Defendants)

17. Plaintiff hereby incorporates by reference, as though fully set forth herein, paragraphs 1-16, and alleges as follows.

18. At all times material, Defendants owed a duty to their passengers, including Plaintiff, to exercise reasonable care for the health, welfare, and safety of their passengers.

19. At all times material, Defendants, by and through their vessel, crew, agents, servants, officers, staff and/or employees, who were acting in the course and scope of their employment and/or agency, undertook to create a dangerous and hazardous condition.

20. At all times material, Defendants, by and through their vessel, crew, agents, servants, officers, staff and/or employees, who were acting in the course and scope of their employment and/or agency, were negligent, careless and breached their duty of care to Plaintiff, by committing the following acts and/or omissions, including, but not limited to:

- a. Leaving a defect on the floor thereby obstructing and rendering hazardous a foreseeable path of travel; and/or
- b. Failing to maintain the floor in a reasonably safe condition; and/or
- c. Failing to adequately warn Plaintiff of the dangerous conditions on the subject Buffet area; and/or
- d. Failing to keep and maintain the subject area in a reasonably safe condition; and/or
- e. Failing to inspect the subject area; and/or
- f. Creating a dangerous condition and/or failing to remedy a dangerous condition which was known by the Defendants and which in the exercise of reasonable care should have been known by the Defendants; and/or

- g. Failing to adopt and implement proper and adequate policies, protocols and procedures for inspection of passenger transit areas, including the subject Buffet area; and/or
- h. Failing to take feasible and reasonable steps to eliminate a dangerous condition which was known by the Defendants and which in the exercise of reasonable care should have been known by the Defendants; and/or
- i. Failing to mark off the area; and/or
- j. Any and all other acts or omissions constituting a breach of Defendants' duty to use reasonable care discovered during litigation.

21. At all material times, HAL had exclusive custody and control of the above-named vessel.

22. At all material times, HAL created and/or knew or should have known of the above-described conditions through the exercise of reasonable care.

23. At all material times, HAL negligently failed to determine the hazards on the vessel to Plaintiff, failed to eliminate the hazard, failed to modify the hazard and failed to properly warn Plaintiff of the hazard.

24. The above conditions were neither open nor obvious to Plaintiff, and accordingly, HAL owed Plaintiff, the duty to warn and/or correct them.

25. As a direct and proximate result of HAL's negligence, Plaintiff was severely and permanently injured on or about November 1, 2019.

26. As a further and direct proximate result of Defendant HAL's negligence, Plaintiff sustained serious and permanent injuries, pain and suffering, disability, mental anguish, inconvenience, and has incurred medical expenses in the past and will incur medical expenses in the future. All of said damages are permanent and continuing in nature.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, and for each of them, as follows:

1. For general and special damages according to proof;

2. For economic damages;
4. For prejudgment interest as allowed by law;
5. For costs of suit incurred herein;
6. For such other and further relief as the Court may deem proper.

NELSON & FRAENKEL, LLP

By: s/Carlos F. Llinás Negret
Carlos F. Llinás Negret
Attorneys for Plaintiff

JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury.

Date: July 1, 2021.

NELSON & FRAENKEL, LLP

By: s/ Carlos F. Llinás Negret
Carlos F. Llinás Negret
Attorneys for Plaintiff